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Title: **Seattle, City of (Professional, Technical, Senior Business, Senior Professional, Administrative Support Unit Agreements) and International Federation of Professional & Technical Engineers (PTE), AFL-CIO, Local 17 (2005)**

K#: **810179**

Location: **WA Seattle**

Employer Name: **Seattle, City of (Professional, Technical, Senior Business, Senior Professional, Administrative Support Unit Agreements)**

Union: **International Federation of Professional & Technical Engineers (PTE), AFL-CIO**

Local: **17**

SIC: **9199**

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Number of Workers: **2500**

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AGREEMENT

by and between

THE CITY OF SEATTLE

and

INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS

LOCAL #17, AFL-CIO

UNITS:

PROFESSIONAL, TECHNICAL, SENIOR BUSINESS, SENIOR PROFESSIONAL

ADMINISTRATIVE SUPPORT

Effective January 1, 2005, through December 31, 2007

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AGREEMENT

by and between

THE CITY OF SEATTLE

and

INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS

LOCAL #17, AFL-CIO

PREAMBLE

This Agreement is between the CITY OF SEATTLE (hereinafter called the City) and INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL #17, AFL-CIO (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties regarding wages, hours, and other conditions of employment of those employees in classifications for whom the City has recognized the Union as the exclusive collective bargaining representative.

For employees covered by this Agreement who work at Seattle Municipal Court, the Executive has authority over all wage and wage-related issues, while the Judicial has authority over all non-wage and non-wage related issues. All wage and wage-related provisions of this Agreement apply to Seattle Municipal Court employees. All non-wage and non-wage related provisions of this Agreement apply to Seattle Municipal Court employees only to the extent they are agreed to by the Presiding Judge of Seattle Municipal Court in Appendix F.

ARTICLE 1 - NON-DISCRIMINATION

1.1 The City and the Union agree that they will not discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, gender identity, veteran status, political ideology, creed, religion, ancestry, or national origin; Union activities; or the presence of any sensory, mental or physical disability, unless based on a bona fide occupational qualification reasonably necessary to the normal operation of the City.

1.2 Whenever words denoting the feminine or masculine gender are used in this Agreement, they are intended to apply equally to either gender.

1.3 The City and the Union are jointly committed to ensuring equal opportunity and building a workforce that reflects the whole community and creates a diverse workforce. The City and the Union are committed to diversity training. To the fullest extent practicable, the City and the Union are committed to promoting policies, programs, and procedures necessary to investigate claims and resolve illegal discriminatory practices. We are committed to ensuring that our actions individually and collectively support the spirit of this agreement. To that end, the City and the Union agree that when the City recruits externally to fill vacant positions, the City will make a good faith effort to recruit a diverse applicant pool.

1.4 The City shall make a reasonable effort to accommodate employees with disabling conditions, whether incurred on- or off-the job.

ARTICLE 2 - RECOGNITION, BARGAINING UNITS, AND TEMPORARY EMPLOYMENT

2.1 The City hereby recognizes the Union as the exclusive collective bargaining representative of employees whose job classifications are listed in the attached Appendices. This shall include all such employees not otherwise excluded in the following Sections of this Article.

2.2 Where those duties covered by this Agreement are assigned to a different or new classification in the classified service, the Union will continue to be recognized as exclusive bargaining representative for those duties. The City will notify the Union of any new job classifications and provide the Union with the classification specification, including job duties and minimum qualifications. Any disagreement between the parties over the application of this Section shall be processed and settled pursuant to RCW 41.56, WAC 391-35.

2.3 A. "*Position*" as used in this Agreement shall be defined as any group of duties and responsibilities in the service of the City, which one person is required to perform as their employment. "*Budgeted position*" shall be defined as a specific position in the City's current annual budget normally filled through a regular appointment within the Civil Service.

B. The term "*employee*" shall be defined to include probationary employees, regular employees, full-time employees, part-time employees and temporary employees not otherwise excluded or limited in the following Sections of this Article.

C. The term "*probationary employee*" shall be defined as an employee who is within their first twelve (12) month trial period of employment following their initial regular appointment within the Civil Service.

D. The term "*regular employee*" shall be defined as an employee who has successfully completed a twelve (12) month probationary period and who has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.

E. The term "*full-time employee*" shall be defined as an employee who has been regularly appointed and who has a usual work schedule of forty (40) hours per week.

F. The term "*part-time employee*" shall be defined as an employee who has been regularly appointed and who has a usual work schedule averaging at least twenty (20) hours but less than forty (40) hours per week.

G. The term "*temporary employee*" shall be defined as an employee who has been hired to work during any period when additional work requires a temporarily augmented work force, in the event of an emergency, to fill in for the absence of a regular employee, or to fill a vacancy in a budgeted position on an interim basis. Work performed by a temporary employee may include, but not necessarily be limited to a variety of work schedules dependent upon the requirements of a particular temporary job assignment; e.g., full-time in assignments of limited duration; less than forty (40) hours per week; less than twenty (20) hours per week; as needed; seasonal; on call; or intermittent.

H. The term "*interim basis*" shall be defined as an assignment of an employee or employees to fill a vacancy in a budgeted position for a short period while said position is waiting to be filled by a regularly appointed employee.

2.4 The City may establish on-the-job training program(s) in a different classification and/or within another bargaining unit for the purpose of providing individuals an opportunity to compete and potentially move laterally and/or upward into new career fields. Prior to implementation of such a program(s) relative to bargaining unit employees, the City shall discuss the program(s) with the appropriate Union or Unions and the issue of bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations at that time upon the request of either party.

2.5 A. The City and the Union agree that training and employee career development can be beneficial to both the City and the affected employee. Training, career development, and educational needs may be identified by the City, by employees, and by the Union. The City shall provide legally-required and City-mandated training. Other available training resources shall be allocated in the following order: business needs and career development. The parties recognize that employees are integral partners in managing their career development.

B. Labor-Management Committees per Article 24 will:

1. Review and problem-solve training needs for employees;

2. Determine how employees will be notified in a timely manner about training opportunities; and

3. Discuss how employees will have equal access to appropriate and relevant training.

2.6 A. As part of its public responsibility, the City may participate in or establish public employment programs to provide employment and/or training for and/or service to the City by various segments of its citizenry. Such programs may result in individuals performing work for the City that is considered bargaining unit work pursuant to RCW 41.56. Such programs have included and may include youth

training and/or employment programs, adult training and/or employment programs, vocational rehabilitation programs, work study and student intern programs, court-ordered community service programs, volunteer programs and other programs with similar purposes. Some examples of such programs already in effect include Summer Youth Employment Program (SYEP), Youth Employment Training Program (YETP), Work Study, Adopt-a-Park, Seattle Conservation Corps, and court-ordered Community Service. Individuals working for the City pursuant to such programs shall be exempt from all provisions of this Agreement.

B. The City shall have the right to implement new public employment programs or expand its current programs beyond what exists as of the signature date of this Agreement, but where such implementation or expansion involves bargaining unit work and results in a significant departure from existing practice, the City shall give thirty (30) days' advance written notice to the Union of such and upon receipt of a written request from the Union thereafter, the City shall engage in discussions with the Union on concerns raised by the Union. Notwithstanding any provision to the contrary, the expanded use of individuals under such a public employment program that involves the performance of bargaining unit work within a given City department, beyond what has traditionally existed shall not be the cause of (1) a layoff of regular employees covered by this Agreement, or (2) the abrogation of a regular budgeted full-time position covered by this Agreement that recently had been occupied by a regular full-time employee that performed the specific bargaining unit work now being or about to be performed by an individual under one of the City's public employment programs.

2.7 TEMPORARY EMPLOYEES

A. Temporary employees shall be exempt from all provisions of this Agreement except this Section, 2.7; Sections 1.1 and 1.2; Article 5; Section 14.6 for those temporary employees who are receiving benefits rather than premium pay; Section 19.4; Section 19.26; and Article 6, Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure for purposes of adjudicating grievances relating to Sections identified within this Section.

B. Temporary employees shall be paid for all hours worked at the first pay step of the hourly rates of pay set forth within the appropriate Appendices covering the classification of work in which they are employed.

C. Premiums Applicable To Temporary Employees - Each temporary employee shall receive premium pay as hereinafter set forth based upon the corresponding number of cumulative non-overtime hours worked by the temporary employee:

0001st hour through 0520th hour.....	5% premium pay
0521st hour through 1,040th hour.....	10% premium pay
1,041st hour through 2,080th hour.....	15% premium pay (If an employee worked eight hundred [800] hours or more in the previous twelve [12] months, they shall receive twenty percent [20%] premium pay.)
2,081st hour + ...	20% premium pay (If an employee worked eight hundred [800] hours or more in the previous twelve [12] months, they shall receive twenty-five percent [25%] premium pay.)

The appropriate percentage premium payment shall be applied to all gross earnings.

D. Once a temporary employee reaches a given premium level, the premium shall not be reduced for that temporary employee as long as the employee continues to work for the City without a voluntary break in service as set forth within Section 2.7K. Non-overtime hours already worked by an existing temporary employee shall apply in determining the applicable premium rate. In view of the escalating and continuing nature of the premium, the City may require that a temporary employee be available to work for a minimum number of hours or periods of time during the year.

E. The premium pay in Section 2.7C does not include either increased vacation pay due to accrual rate increases or the City's share of any retirement contributions. Any increase in a temporary employee's vacation accrual rate percentage shall be added on to the premium pay percentages for the temporary employee to whom it applies.

F. Medical, Dental and Vision Coverage to Temporary Employees Who Receive Premium Pay - Once a temporary employee has worked at least one thousand forty (1,040) cumulative non-overtime hours, and at least eight hundred (800) non-overtime hours or more in the previous twelve (12) months, the employee may within ninety (90) calendar days thereafter, elect to participate in the City's medical, dental and vision insurance programs by agreeing to pay the required monthly premium. To participate the temporary employee must agree to a payroll deduction equal to the amount necessary to pay the monthly health care premiums, or the City, at its discretion, may reduce the premium pay of the

employee who chooses this option in an amount equal to the insurance premiums. The temporary employee must continue to work enough hours each month to pay the premiums and maintain eligibility. After meeting the requirements, as stated in this Section, a temporary employee shall also be allowed to elect this option during any subsequent open enrollment period allowed regular employees. An employee who elects to participate in these insurance programs and fails to make the required payments in a timely fashion shall be dropped from City medical, dental and vision coverage and shall not be able to participate again while employed by the City as a temporary, unless he or she is converted from receiving premium pay to receiving benefits. If a temporary employee's hours of work are insufficient for their pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference, or self-pay the insurance premium, for up to three (3) consecutive months.

G. Temporary Employee Holiday Work Premium Pay - A temporary employee who works on any of the specific calendar days designated by the City as paid holidays shall be paid at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for hours worked during their scheduled shift. When a specific holiday falls on a weekend day and most regular employees honor the holiday on the preceding Friday or following Monday adjacent to the holiday, the holiday premium pay of one and one-half (1-1/2) times the employee's regular straight-time rate of pay shall apply to those temporary employees who work on the weekend day specified as the holiday.

H. Temporary, Benefits Eligible Employee Holiday Pay – A temporary employee shall be compensated at his or her straight-time rate of pay for all officially recognized City holidays that occur subsequent to the employee becoming eligible for fringe benefits, for as long as he or she remains in such eligible assignment.

1. To qualify for holiday pay, the employee must be on active pay status the normally scheduled workday before or after the holiday as provided by Section 13.5.

2. Officially recognized City holidays that fall on Saturday shall be observed on the preceding Friday. Officially recognized City holidays that fall on Sunday shall be observed on the following Monday. If the City's observance of a holiday falls on a temporary employee's normal day off, he or she shall be eligible for another day off, with pay, during the same workweek.

3. Temporary employees who work less than 80 hours per pay period shall have their holiday pay pro-rated based on the number of straight-time hours compensated during the preceding pay period.

4. A temporary employee shall receive two personal holidays immediately upon becoming eligible for fringe benefits, provided he or she has not already

received personal holidays in another assignment within the same calendar year.

5. Personal holidays cannot be carried over from calendar year to calendar year, nor can they be cashed out.

6. A temporary employee must use any personal holidays before his or her current eligibility for fringe benefits terminates. If an employee requests and is denied the opportunity to use his or her personal holidays during the eligibility assignment, the employing unit must permit him or her to use and be compensated for the holidays immediately following the last day worked in the assignment, prior to termination of the assignment.

I. A temporary employee who is scheduled to work regularly or on and off throughout the year and who has worked two thousand eighty (2,080) cumulative non-overtime hours without a voluntary break in service and who has also worked eight hundred (800) non-overtime hours or more in the previous twelve (12) months, may request an unpaid leave of absence not to exceed the amount of vacation time they would have earned in the previous year if they had not received vacation premium pay in lieu of annual paid vacation. Where such requests are made, the timing and scheduling of such unpaid leaves must be agreeable to the employing department. The leave shall be handled in a manner similar to the scheduling of vacation for permanent employees. This provision shall not be applicable in cases where a temporary employee accrues vacation time rather than premium pay as set forth within Section 2.7K.

J. Premium pay set forth within Section 2.7C shall be in lieu of the base level of vacation and all other fringe benefits, such as sick leave, holiday pay, bereavement/funeral leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 2.7E, F and G.

K. The City may, at any time after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representatives, provide all fringe benefits covered by the premium pay set forth within Section 2.7C to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay provision in Section 2.7C shall no longer be applicable to that particular group of temporary employees. The City, at its discretion, may also after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representatives, provide paid vacation and/or sick leave benefits to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees without providing other fringe benefits and in such event the premium pay in Section 2.7C shall be reduced by a

percentage amount equivalent to the value of vacation and/or sick leave benefits. The applicable amount for base-level vacation shall be recognized as four point eight one percent (4.81%), which could be higher dependent upon accrual rate increases. The applicable amount for base-level sick leave shall be four point six percent (4.6%). The City shall not use this option to change to and from premiums and benefits on an occasional basis. The City may also continue to provide benefits in lieu of all or part of the premiums in Section 2.7C where it has already been doing so and it may in such cases reduce the premium paid to the affected employees by the applicable percentage.

L. A temporary employee who is assigned to a benefits eligible assignment will receive fringe benefits in-lieu-of premium pay until the assignment is converted or terminated.

M. The premium pay provisions set forth within Section 2.7C shall apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service shall be defined as quit, resignation, service retirement or failure to return from an unpaid leave. If the temporary employee has not worked for at least one year (twelve [12] months or twenty-six [26] pay periods) it shall be presumed that the employee's break in service was voluntary.

N. The City may hire temporary employees subject to the terms set forth in Subsections (1) and (2) below; provided however, the City shall not use temporary employees to supplant budgeted positions. The City shall not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 2.7C, or solely to avoid considering creation of budgeted positions.

1. Upon request from the Union, the department will send the Union notice of any temporary employees working in a position for more than three (3) months but less than six (6) months.

2. Temporary employees may be worked in a position for more than six (6) months only if the Union and the department mutually agree, in advance, in writing.

O. A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a budgeted position without a voluntary break in service greater than thirty (30) days shall have their time worked counted for purposes of salary step placement (where appropriate) and eligibility for medical and dental benefits under Article 15.

P. Temporary employees may be assigned to supervise or lead a regularly appointed employee (after out-of-class opportunities were offered to regular employees),

and they may participate with the next higher level of supervision in conducting performance evaluations.

Q. Temporary employees covered by this Agreement who have worked for the City for One Thousand Forty (1,040) hours, without a break in service are eligible to apply for positions in accordance with Section 10.1.

R. A temporary employee who has worked 916 straight-time hours and is receiving benefits from the City may by mutual agreement be allowed to accrue compensatory time if the work unit in which the temporary employee is assigned has a practice/policy of accruing compensatory time. Scheduling compensatory time shall be by mutual agreement with the supervisor. If the temporary employee does not use his or her accrued compensatory time prior to the termination of the benefits eligible assignment, the compensatory time will be cashed out upon termination of the assignment.

S. A temporary employee who receives fringe benefits in-lieu-of premium pay may be eligible for the sick leave transfer program.

T. On an annual basis, the City will provide the Union with a copy of the Temporary Employee Utilization Report.

NOTE: It is understood that the temporary employees hired will be included in the sixty percent (60%) requirement mentioned in Section 10.8.

ARTICLE 3 - RIGHTS OF MANAGEMENT

3.1 The right to hire, promote, discharge for just cause, improve efficiency, and determine work schedules and the location of department headquarters are examples of management prerogatives. However, it is understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement.

3.2 The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for work under the following guidelines: (1) required expertise is not available within the City work force, or (2) the contract will result in cost savings to the City, or (3) the occurrence of peak loads above the work force capability.

Determination as to (1), (2), or (3) above shall be made by the department head involved, and their determination in such case shall be final, binding and not subject to the grievance procedure; provided, however, prior to approval by the department head involved to contract out work under this provision, the Union shall be notified. The department head involved shall make available to Local 17 upon request (1) a description of the services to be so performed, and (2) the detailed factual basis supporting the reasons for such action.

3.3 The Union may grieve contracting out for work as described in Section 3.2 of this Article, if such contract involves work normally performed by employees covered by this Agreement, and if that contract is the cause of the layoff of employees covered by this Agreement.

3.4 The City recognizes that in some cases it makes sense to convert contract work to regular positions. The City will, during its budget process, review the use of contractors in the terms of nature of work, the duration, and the number of hours of contractor work, the duration, and the number of hours of contractor work being performed. Based on the review, if the City determines there is an ongoing need, the City will, in good faith, determine whether or not the circumstances warrant the proposal of additional regular positions. The City will be cognizant of its commitment not to use contractors which would cause the layoff of employees covered by this agreement.

3.5 Delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and as such, maximized productivity is recognized to be an obligation of the parties to this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes, and means of providing municipal services; the right to increase or diminish operations, in whole or in part; the right to increase, diminish, or change municipal equipment, including the introduction of any and all new, improved, or

automated methods or equipment; the assignment of employees to specific jobs within the bargaining unit; the right to temporarily assign employees to a specific job or position outside the bargaining unit; and the right to determine appropriate work out-of-class assignments.

3.6 The Union recognizes the City's right to establish and/or revise its performance evaluation system(s). Such systems may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or groups of employees.

In establishing new and/or revising existing performance evaluation system(s) the City shall, prior to implementation, place said changes on an agenda of a Labor-Management meeting for discussion.

ARTICLE 4 - EMPLOYEE RIGHTS

4.1 The off-duty activities of employees shall not be cause for disciplinary action unless said activities are a conflict of interest or are detrimental to the employee's work performance or the program or image of the agency.

4.2 The employees covered by this Agreement may examine their personnel files in the departmental Personnel Office in the presence of the Personnel Officer or a designated supervisor. In matters of dispute regarding this Section, no other personnel files will be recognized by the City or the Union except that supportive documents from other files may be used. Materials to be placed into an employee's personnel file relating to job performance or personal conduct or any other material that may have an adverse effect on the employee's employment shall be reasonable and accurate and brought to their attention with copies provided to the employee upon request. Employees who challenge material included in their personnel files are permitted to insert material relating to the challenge.

4.2.1 Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the requirements of state law, RCW 49.12.240, RCW 49.12.250 and RCW 49.12.260, and any provisions of this Agreement applicable to personnel files, including allowing employee access to such files.

4.3 The City agrees that when an employee covered by this Agreement attends a meeting for purposes of discussing an incident that may lead to suspension, demotion or termination of that employee because of that particular incident, the employee shall be advised of their right to be accompanied by a representative of the Union. If the employee desires Union representation in said matter, they shall so notify the City at that time and shall be provided reasonable time to arrange for Union representation.

4.4 Any performance standards used to measure the performance of employees shall be reasonable.

4.5 The employee who appears to have a substance abuse, behavioral, or other problem that is affecting job performance or interfering with the ability to do the job, shall be encouraged to seek information, counseling, or assistance through private sources that they may be aware of or sources available through the City's Employee Assistance Program. Employees are encouraged to make use of such sources on a self-referral basis and supervisors will assist in maintaining confidentiality. No employee's job security will be placed in jeopardy as a result of seeking and following through with corrective treatment, counseling or advice.

It is the employee's responsibility to correct unsatisfactory job performance or behavioral problems interfering with the ability to perform the job, and failure to do

so will result in disciplinary action commensurate with the lack of satisfactory performance or degree of infraction. The employee's department head may hold such disciplinary action in abeyance if the employee agrees:

A. To meet with or advise the Employee Assistance Program Coordinator of the employee's preferred course of treatment; and

B. To follow through on a course of action, treatment or counseling recommended and/or accepted by the Employee Assistance Program Coordinator; and

C. To have such follow-through verified by the Employee Assistance Program Coordinator to the employee's department head or designee.

If the employee fails to follow through as recommended and does not correct their job performance or behavioral problems that interfere with the ability to perform the job, the discipline will be imposed as recommended.

4.6 During the term of the Agreement, the City agrees to meet with the Union to discuss updating, modifying or enhancing Employee Assistance Programs.

ARTICLE 5 - UNION MEMBERSHIP AND DUES

5.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular intake fee and regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The performance of this function is recognized as a service to the Union by the City. Those individuals paying Agency fees will be afforded payroll deduction the same as Union members.

5.2 The Union agrees to indemnify and save harmless the employer from any and all liability arising out of this Article, except for Sections 5.5 and 5.6.

5.3 It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members (except those employees who are conditionally exempted from the Administrative Support Unit or who occupy "*grandfathered* " bargaining unit positions per Attachments B, C, or D of the Letter of Agreement effective October 1, 1992, which resolved PERC Case No. 6915-C-87-367) shall either join the Union or pay monthly an amount equivalent to the regular monthly dues of the Union to the Union; and any employee hired or assigned into the bargaining unit as defined in Section 2.1 of this Agreement shall, by the thirtieth (30th) day following the beginning of such employment, or inclusion within the bargaining unit, either join the Union or pay monthly an amount equivalent to the regular monthly dues of the Union to the Union.

A temporary employee may, in lieu of the Union membership requirements set forth in this Article, pay a Union service fee in an amount equivalent to the regular dues of the Union for all hours worked (based on gross straight-time earnings, including premium pay) within the bargaining unit each biweekly pay period, commencing with the thirty-first (31st) day following the temporary employee's first date of assignment to perform bargaining unit work.

Employees who are determined by the Public Employment Relations Commission to satisfy the religious exemption requirements of RCW 41.56.122 shall pay an amount equivalent to regular Union dues and intake fees to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues.

5.4 Failure by an employee to abide by the afore-referenced provisions shall constitute cause for discharge of such employee; provided, however, it shall be the responsibility of the Union to notify the City in writing when it is seeking discharge

of an employee for noncompliance with Section 5.3 of this Article. When an employee fails to fulfill the Union security obligations set forth within this Article, the Union shall forward a "*Request for Discharge Letter*" to the affected department head (with copies to the affected employee and the City Director of Labor Relations). Accompanying the Discharge Letter shall be a copy of the letter to the employee from the Union explaining the employee's obligation under Section 5.3.

The contents of the "*Request for Discharge Letter*" shall specifically request the discharge of the employee for failure to abide by Section 5.3, but provide the employee and the City with thirty (30) calendar days' written notification of the Union's intent to initiate discharge action, during which time the employee may make restitution in the amount that is overdue. Upon receipt of the Union's request, the affected department head shall give notice in writing to the employee, with a copy to the Union and the City Director of Labor Relations that the employee faces discharge upon the request of the Union at the end of the thirty (30) calendar day period noted in the Union's "*Request for Discharge Letter*" and that the employee has an opportunity before the end of said thirty (30) calendar day period to present to the affected department any information relevant to why the department should not act upon the Union's written request for the employee's discharge.

In the event the employee has not yet fulfilled the obligation set forth within Section 5.3 of this Article within the thirty (30) calendar day period noted in the "*Request for Discharge Letter*," the Union shall thereafter reaffirm in writing to the affected department head, with copies to the affected employee and the Director of Labor Relations, its original written request for discharge of such employee. Unless sufficient legal explanation or reason is presented by the employee why discharge is not appropriate or unless the Union rescinds its request for the discharge, the City shall, as soon as possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled the Union security obligation within the thirty (30) calendar day period, the Union shall so notify the affected department head in writing, with a copy to the City Director of Labor Relations and the affected employee. If the Union has reaffirmed its request for discharge, the affected department head shall notify the Union in writing, with a copy to the City Director of Labor Relations and the affected employee, that the department effectuated the discharge and the specific date such discharge was effectuated, or that the department has not discharged the employee, setting forth the reasons why it has not done so. Any disputes regarding the City's failure to discharge the affected employee pursuant to this Section shall be adjudicated by the Public Employment Relations Commission.

5.5 The City will require all employees hired, appointed, reinstated, or reclassified into a position included in the bargaining units to sign a form, with a copy to the Union, that will inform them of their bargaining unit status. When requested by the Union at no less than monthly intervals, the City department shall make available to the Union the names of employees who have left the bargaining unit.

5.6 On or about May 1 of each calendar year, the City will provide the Union with a current listing of all employees within its bargaining unit.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 Any dispute between the City and the Union or between the City and any employee covered by this Agreement concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a grievance. The following outline of procedure is written as for a grievance of the Union against the City, but it is understood the steps are similar for a grievance of the City against the Union.

6.1.1 Reclassification grievances shall be processed per Section 6.9.

6.2 Every effort will be made to settle grievances at the lowest possible level of supervision with the understanding grievances will be filed at the step in which there is authority to adjudicate, provided the immediate supervisor is notified. Employees will be unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in seeking adjudication of their grievance.

6.3 Grievances processed through Step 3 of the grievance procedure shall be heard during normal City working hours unless stipulated otherwise by the parties. Employees involved in such grievance meetings during their normal City working hours shall be allowed to do so without suffering a loss in pay. No more than one (1) shop steward, other than the grievant, shall attend the grievance meeting, except through prior approval of the City official convening the meeting.

6.4 Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

Failure by an employee and/or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the City to comply with any time limitation of the procedure in this Article shall allow the Union and/or the employee to proceed to the next step without waiting for the City to reply at the previous step, except that employees may not process a grievance beyond Step 3.

6.5 A grievance in the interest of a majority of the employees in a bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the grievance procedure and be processed within the time limits set forth herein.

As a means of facilitating settlement of a grievance, either party may by mutual consent include an additional member on its committee.

6.6 A grievance shall be processed in accordance with the following procedure:

Step 1 - A grievance shall be submitted in writing by the aggrieved employee or the employee and/or Shop Steward within twenty (20) business days of the alleged contract violation to the employee's immediate supervisor. The grievance shall include a description of the incident and the date it occurred. The immediate supervisor should consult and/or arrange a meeting with their supervisor(s) if necessary to resolve the grievance. The parties agree to make every effort to settle the grievance at this stage promptly. The immediate supervisor(s) shall answer the grievance in writing within ten (10) business days after being notified of the grievance.

Step 2 - If the grievance is not resolved as provided in Step 1 above, or if the grievance is initially submitted at Step 2 per Section 6.2, it shall be reduced to written form, citing the Section(s) of the Agreement allegedly violated, the nature of the alleged violation and the remedy sought. The Executive Director or their designee and/or aggrieved employee shall then forward the written grievance to the division head with a copy to the City Director of Labor Relations within ten (10) business days after the Step 1 answer.

With Mediation

At the time the aggrieved employee and/or the Union submits the grievance to the division head, the Executive Director or his/her designee or the aggrieved employee or the division head may submit a written request for voluntary mediation assistance, with a copy to the Alternative Dispute Resolution (ADR) Coordinator, the City Director of Labor Relations and the Executive Director or his/her designee. If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process, within fifteen (15) business days from receipt of the request for voluntary mediation assistance, the ADR Coordinator or his/her designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The Executive Director or his/her designee and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Union. The relevant terms of the settlement agreement shall be provided by the parties to the department's designated officials who need to assist in implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor

Relations, the appropriate division head and the Executive Director or his/her designee shall be so informed by the ADR Coordinator.

The parties to a mediation shall have no power through a settlement agreement to add to, subtract from, alter, change, or modify the terms of the collective bargaining agreement or to create a precedent regarding the interpretation of the collective bargaining agreement or to apply the settlement agreement to any circumstance beyond the explicit dispute applicable to said settlement agreement.

If the grievance is not resolved through mediation, the division head shall convene a meeting within ten (10) business days after receipt of notification that the grievance was not resolved through mediation between the aggrieved employee, Shop Steward and/or Union Representative, together with the division head, section manager, and departmental labor relations officer. The City Director of Labor Relations or their designee may attend said meeting. Within ten (10) business days after the meeting, the division head shall forward a reply to the Union.

Step 3 - If the grievance is not resolved as provided in Step 2 above or if the grievance is initially submitted at Step 3 per Sections 6.2 or 6.5, the grievance shall be reduced to written form, which shall include the same information specified in Step 2 above. The grievance shall be forwarded within ten (10) business days after receipt of the Step 2 answer or if the grievance was initially submitted at Step 3 it shall be submitted within twenty (20) business days of the alleged contract violation. Said grievance shall be submitted by the Executive Director or their designee and/or aggrieved employee to the City Director of Labor Relations with a copy to the appropriate department head. The Director of Labor Relations or their designee shall investigate the grievance and, if deemed appropriate, they shall convene a meeting between the appropriate parties. They shall thereafter make a confidential recommendation to the affected department head who shall in turn give the Union an answer in writing ten (10) business days after receipt of the grievance or the meeting between the parties.

Mediation can be requested at Step 3 in the same manner as outlined in Step 2. The grievance must be filed in the time frame specified in Step 3 and responded to in the time frame specified in Step 3 after receipt of notification from the ADR Coordinator that the grievance was not resolved through mediation.

Step 4 - If the grievance is not settled at Step 3, either of the signatory parties to this Agreement may submit the grievance to binding arbitration.

Within twenty (20) business days of the Union's receipt of the City's Step 3 response or the expiration of the City's time frame for responding at Step 3, the Union shall file a Demand for Arbitration with the City Director of Labor Relations.

Mediation can be requested at Step 4 in the same manner as outlined in Step 2. The grievance must be submitted to binding arbitration within the time frame specified in Step 4 and processed within the time frame specified in Step 4 after receipt of notification from the ADR Coordinator that the grievance was not resolved in mediation.

After the Demand for Arbitration is filed, the City and the Union will meet to select, by mutual agreement, an arbitrator to hear the parties' dispute. In the event the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected by alternately striking names from a list of five (5) arbitrators supplied by FMCS or the American Arbitration Association.

Demands for Arbitration will be accompanied by the following information:

A. Identification of Sections of the Agreement allegedly violated

B. Nature of the alleged violation

C. Remedy sought

In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

1. The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and their power shall be limited to the interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

2. The decision of the arbitrator shall be final, conclusive and binding upon the City, the Union, and the employee involved.

3. The cost of the arbitrator shall be borne equally by the City and the Union, and each party shall bear the cost of presenting its own case.

4. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.

5. Any arbitrator selected under Step 4 of this Article shall function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties to this Agreement.

The negotiated grievance procedure will be used to adjudicate the terms of this agreement, except for the provisions in this paragraph concerning discipline. An

employee covered by this Agreement must upon initiating objections relating to disciplinary action or other actions subject to appeal through either the contract grievance procedure or pertinent Civil Service appeal procedures use either the grievance procedure contained herein or pertinent procedures regarding such appeals to the Civil Service Commission. Under no circumstances may an employee use both the contract grievance procedure and Civil Service Commission procedures relative to the same action. If there are dual filings with the grievance procedure and the Civil Service Commission, the City will send a notice of such dual filings by certified mail to the employee(s) and the Union. The Union will notify the City within fifteen (15) calendar days from receipt of the notice if it will use the grievance procedure. If no such notice is received by the City, the contractual grievance shall be deemed to be withdrawn.

6.7 Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.

6.8 The parties have agreed, through a Memorandum of Agreement, to adopt the following procedures attached thereto that were developed by the Citywide Labor-Management Committee on Progressive Discipline:

A. Either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor, respectively, in which case the time lines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process; and

B. Either party may make an Offer of Settlement to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an Offer of Settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 6.6, Step 4, Number 3, above.

The parties may mutually agree to alter, amend, or eliminate these procedures by executing a revised Memorandum of Agreement.

6.9 A reclassification grievance will be initially submitted by the Union in writing to the Director of Labor Relations, with a copy to the Department. The Union will identify in the grievance letter the name(s) of the grievant(s), their current job classification, and the proposed job classification. The Union will include with the grievance letter a Position Description Questionnaire (PDQ) completed and signed by the grievant(s). At the time of the initial filing, if the PDQ is not submitted, the Union will have sixty (60) business days to submit the PDQ to Labor Relations. After initial submittal of the grievance, the procedure will be as follows:

A. The Director of Labor Relations, or designee, will notify the Union of such receipt and will provide a date (not to exceed five (5) months from the date of receipt of the PDQ signed by the grievant(s)) when a proposed classification determination report responding to the grievance will be sent to the Union.

   The Director of Labor Relations, or designee, will provide notice to the Union when, due to unforeseen delays, the time for the classification review will exceed the five (5) month period.

B. The Department Director, upon receipt of the proposed classification determination report from the Director of Labor Relations, or designee, will respond to the grievance in writing.

C. If the grievance is not resolved, the Union may, within twenty (20) business days of the date the grievance response is received, submit to the Director of Labor Relations a letter designating one of the following processes for final resolution:

   1. The Union may submit the grievance to binding arbitration per Section 6.6 (Step 4); or

   2. The Union may request the classification determination be reviewed by the Classification Appeals Board, consisting of two members of the Classification/Compensation Unit and one human resource professional from an unaffected department. The Classification Appeals Board will, whenever possible, within ten (10) business days of receipt of the request, arrange a hearing; and, when possible, convene the hearing within thirty (30) business days. The Board will make a recommendation to the Personnel Director within forty-five (45) business days of the appeal hearing. The Director of Labor Relations, or designee, will respond to the Union after receipt of the Personnel Director's determination. If the Personnel Director affirms the Classification Board recommendation, that decision shall be final and binding and not subject to further appeal. If the Personnel Director does not affirm the Classification Appeals Board recommendation within fifteen (15) business days, the Union may submit the grievance to arbitration per Section 6.6 (Step 4).

ARTICLE 7 - WORK STOPPAGES

7.1 The City and the Union agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life of the Agreement, the Union shall not cause any work stoppage, strike, slowdown or other interference with City functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. Employees shall not cause or engage in any work stoppage, strikes, slowdown or other interference with City functions for the term of this Agreement. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the City; including but not limited to the recovery of any financial losses suffered by the City.

ARTICLE 8 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

8.1 The following shall define terms used in this Article:

Probationary Period - A twelve (12) month period of employment following an employee's initial regular appointment within the Civil Service to a position.

Regular Appointment - The authorized appointment of an individual to a position in the Civil Service.

Trial Service Period/Regular Subsequent Appointment - A twelve (12) month trial period of employment of a regular employee beginning with the effective date of a subsequent, regular appointment from one classification to a different classification through promotion or transfer to a classification in which the employee has not successfully completed a probationary or trial service period or rehire from a Reinstatement Recall List to a department other than that from which the employee was laid off.

Regular Employee - An employee who has successfully completed a twelve (12) month probationary period and has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.

Revert - To return an employee who has not successfully completed their trial service period to a vacant position in the same class and former department (if applicable) from which they were appointed.

Reversion Recall List - If no such vacancy exists to which the employee may revert, they will be removed from the payroll and their name placed on a Reversion Recall List for the class/department from which they were removed.

8.2 Probationary Period/Status of Employee - Employees who are initially appointed to a position shall serve a probationary period of twelve (12) months.

A. The probationary period shall provide the department with the opportunity to observe a new employee's work, to train and aid the new employee in adjustment to the position, and to terminate any employee whose work performance fails to meet the required standards.

B. An employee shall become regular after having completed their probationary period unless the individual is dismissed under provisions of Section 8.3 and 8.3A below.

8.3 Probationary Period/Dismissal - An employee may be dismissed during their probationary period after having been given written notice five (5) working days prior

to the effective date of dismissal. However, if the department believes the best interest of the City requires the immediate dismissal of the probationary employee, written notice of only one (1) full working day prior to the effective date of the dismissal shall be required. The reasons for the dismissal shall be filed with the Director of Personnel and a copy sent to the Union.

A. An employee dismissed during their probationary period shall not have the right to appeal the dismissal. When proper advance notice of the dismissal is not given, the employee may enter an appeal (for payment of up to five (5) days' salary), which the employee would have otherwise received had proper notice been given. If such a claim is sustained, the employee shall be entitled to the appropriate payment of salary but shall not be entitled to reinstatement.

8.4 Trial Service Period - An employee who has satisfactorily completed their probationary period and who is subsequently appointed to a position in another classification shall serve a twelve (12) month trial service period, in accordance with Section 8.1.

A. The trial service period shall provide the department with the opportunity to observe the employee's work and to train and aid the employee in adjustment to the position, and to revert such an employee whose work performance fails to meet required standards.

B. An employee who has been appointed from one classification to another classification within the same or different department and who fails to satisfactorily complete the trial service period shall be reverted to a vacant position within the former department (if applicable) and classification from which they were appointed.

C. Where no such vacancy exists, such employee shall be given fifteen (15) calendar days' written notice prior to being placed on a Reversion Recall List for their former department and former classification and being removed from the payroll.

D. An employee's trial service period may be extended up to three (3) additional months by written mutual agreement between the department, the employee and the Union, subject to approval by the Personnel Director prior to expiration of the trial service period.

E. Employees who have been reverted during the trial service period shall not have the right to appeal the reversion.

F. The names of regular employees who have been reverted for purposes of re-employment in their former department shall be placed upon a Reversion Recall List for the same classification from which they were promoted or transferred for a period of one (1) year from the date of reversion.

G. If a vacancy is to be filled in a department and a valid Reversion Recall List for the classification for that vacancy contains the name(s) of eligible employees who have been removed from the payroll from that classification and from that department, such employees shall be reinstated in order of their length of service in that classification. The employee who has the most service in that classification shall be the first reinstated.

H. An employee whose name is on a valid Reversion Recall List for a specific job classification who accepts employment with the City in that same job classification shall have their name removed from the Reversion Recall List. Refusal to accept placement from a Reversion Recall List to a position the same, or essentially the same, as that which the employee previously held shall cause an employee's name to be removed from the Reversion Recall List, which shall terminate rights to reemployment under this Reversion Recall List provision.

I. A reverted employee shall be paid at the step of the range that they normally would have received had they not been promoted or transferred.

8.5 Subsequent Appointments During Probationary Period or Trial Service Period - If a probationary employee is subsequently appointed in the same classification from one department to another, the receiving department may, with approval of the Personnel Director, require that a complete twelve (12) month probationary period be served in that department. If a regular employee or an employee who is serving a trial service period is subsequently appointed in the same classification from one department to another, the receiving department may, with the approval of the Personnel Director, require that a twelve (12) month trial service period be served in that department.

A. If a probationary employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month probationary period in the new classification. If a regular employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12) month trial service period in the new classification.

B. Within the same department, if a regular employee is appointed to a higher classification while serving in a trial service period, the trial service period for the lower classification and the new trial service period for the higher classification shall overlap provided that the higher and lower classifications are in the same or a closely related field. The employee shall complete the terms of the original trial service period and be given regular status in the lower classification. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

C. Within the same department, if a probationary employee is regularly appointed to a higher classification while serving in a probationary period, the probationary period and the new trial service period for the higher classification shall overlap provided the higher and the lower classifications are in the same or a closely related field. The employee shall complete the term of the original probationary period and be given regular standing in the lower class. Such employee shall also be granted the rights normally accruing to trial service for the remainder of the trial service period in the higher classification.

8.6 The probationary period shall be equivalent to twelve (12) months of service following regular appointment. Occasional absences due to illness, vacations, jury duty, and military leaves shall not result in an extension of the probationary period, but upon approval of the Personnel Director, an employee's probationary period may be extended so as to include the equivalent of a full twelve (12) months of actual service where there are numerous absences.

8.7 Nothing in this Article shall be construed as being in conflict with provisions of Article 20.

ARTICLE 9 - CLASSIFICATIONS AND RATES OF PAY

9.1 The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth in the Appendices, which are attached hereto and made a part of this Agreement.

9.2 Effective December 29, 2004, wages will be increased by 2.5%.

9.3 Effective December 28, 2005, wages will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2003 through June 2004 to the period August 2004 through June 2005.

9.4 Effective December 27, 2006, wages will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2004 through June 2005 to the period August 2005 through June 2006.

9.4.1 In the event the "*Consumer Price Index*" becomes unavailable for purposes of computing any one (1) of the above-mentioned increases, the parties shall jointly request the Bureau of Labor Statistics to provide a comparable Index for purposes of computing such increase. If that is not satisfactory, the parties shall promptly undertake negotiations solely with respect to agreeing upon a substitute formula for determining a comparable adjustment.

9.4.2 For 2006 and 2007, the percentage increases shall be at least two percent (2%) and not more than seven percent (7%).

9.5 The City agrees that it shall consult with the Union and allow the Union at least fourteen (14) calendar days to comment before it makes changes in the class specifications covering the classifications listed in the attached Appendices, unless a longer comment period is agreed to in writing by the Union and the City; provided, however, the City agrees it will not make any changes in said class specifications that would result in the elimination of jurisdiction of the Union or reduce the wage rate of an employee or employees covered by this Agreement. The City will notify the Union prior to the final adoption of any modified class specification.

9.6 The City and the Union agree that when the duties and responsibilities of a position within the bargaining unit change dramatically during the term of this Agreement, the effect of said change as it relates to bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations upon the request of either party. Such negotiations shall commence at the earliest possible date thereafter.

9.7 A. Every position in the bargaining unit shall be classified at the direction of the Personnel Director and allocated to its appropriate class in accordance with the character, difficulty and responsibility of its designated duties. Positions shall be allocated to a given class when:

1. The same descriptive title may be used to designate each position in the class;

2. The same level of education, experience, knowledge, ability and other qualifications may be required of incumbents; and

3. One schedule of compensation will apply with equity under substantially the same employment conditions.

B. All classes involving the same character of work but differing as to level of difficulty and responsibility shall be assembled into a class series.

C. Compensation or salary shall not be the sole factor in determining the classification of any position or the standing of any incumbent.

D. In allocating any position to a class, the specification for the class shall be considered as a whole. Consideration shall be given to the general duties, the specific tasks, the responsibilities, the required and desirable qualifications for such position, and the relationship thereof to other classes. The examples of duties set forth in such specification shall not be construed as all inclusive or restrictive. An example of a typical task or a combination of two or more examples shall not be taken, without relation to all parts of the specification, as determining that a position should be included within a class.

E. No one whose position has been allocated to its appropriate class shall be assigned or required to perform duties generally performed by persons holding positions in other classes, except in case of emergency or for limited periods of time when approved by the Personnel Director; provided that nothing in this provision shall be construed as preventing the assignment of duties of a higher rank as part of a training period, or for relief periods, and provided, further, the clause in any specification "*and to perform related work as required*" shall be liberally construed.

9.8 A. Whenever the title of a class is changed without a change in duties or responsibilities, the incumbent shall have the same status in the retitled class as they held in the former class.

B. When a position is reclassified to a class of a higher level, the Personnel Director may grant the incumbent of the position the same status in the new class as they had held in the former class, if the Personnel Director finds:

1. That the reason for the reclassification of the position is the gradual accretion of new duties and responsibilities over a period of six (6) months or more immediately preceding the effective date of said reclassification; and

2. That such accretion of duties has taken place during the incumbency of the present incumbent in said position.

The Personnel Director, before recognizing status of an incumbent under the above circumstances, may require such evidence of their qualifications and fitness; and may conduct hearings, investigations, and/or qualifying examinations deemed appropriate.

C. Whenever a position is reclassified from one class to a higher class and the conditions in B, above, are not met, the incumbent shall not continue in the position, except temporarily, unless they receive an appointment thereto in accordance with this Agreement.

D. Whenever a position is reclassified from one class to a lower class, the regular incumbent may, with the concurrence of the appointing authority and the Personnel Director, elect to take a voluntary reduction to the lower class; or at their option and with the concurrence of the appointing authority and the Personnel Director, they may remain in the reclassified position for a temporary period as limited by the Personnel Director only until transferred to another position in the class in which they have regular standing.

9.9 A. Every employee upon first appointment shall receive the minimum rate of the salary range fixed for the position, except as provided herein. When the application of this paragraph results in an inequity, or when it becomes necessary because of difficulties in recruitment, payment of other than the prescribed step may be authorized by the City. The Union shall be notified whenever an employee covered by this Agreement is paid at "*other than the prescribed step*" as described above.

B. An employee shall be granted the first automatic step increase in salary rate upon completion of six (6) months of "*actual service*" when hired at the first step of the salary range, and succeeding automatic step increases shall be granted after twelve (12) months of "*actual service*" from the date of eligibility for the last step increase to the maximum of the range. *Actual service* for purposes of this Section is defined in terms of one month's service for each month of full-time employment, including paid absences. This provision shall not apply to temporary employees prior to regular appointment except as otherwise provided for in Section 2.7O; and except that step increments in the out-of-class title shall be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increments shall not exceed the top step of the higher salary range. Further, when an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months (each 2088 hours) of actual service, they will receive one step increment

in the higher paid title; provided that they have not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class, that were properly paid per Article 11 of this Agreement, shall apply toward salary step placement if the employee's position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

C. For employees assigned salary steps other than the beginning step of the salary range, subsequent salary increases within the salary range shall be granted after twelve (12) months of "*actual service*" from the appointment or increase, then at succeeding twelve-month intervals to the maximum of the salary range established for the class.

D. In determining "*actual service*" for advancement in salary step, absence due to sickness or injury for which the employee does not receive compensation may at the discretion of the City be credited at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may, at the discretion of the City, be credited at the rate of fifteen (15) calendar days per year. For the purposes of this paragraph, time lost by reason of disability for which an employee is compensated by Industrial Insurance or Charter disability provisions shall not be considered absence. An employee who returns after layoff, or who is reduced in rank to a position in the same or another department, may be given credit for such prior service.

E. Any increase in salary based on service shall become effective upon the first day immediately following completion of the applicable period of service.

F. Changes in Incumbent Status Transfers - An employee transferred to another position in the same class or having an identical salary range shall continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase, and shall thereafter receive step increases as provided in paragraph B of this Section.

G. Promotions - An employee appointed to a position in a class having a higher maximum salary shall be placed at the step in the new salary range which provides an increase closest to but not less than one salary step over the most recent step received in the previous salary range immediately preceding the promotion, not to exceed the maximum step of the new salary range; provided further, that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to appointments from positions designated as "*intermittent*" or "*as needed;*" however, hours worked out-of-class shall apply toward salary step placement if the employee is appointed to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

H. An employee demoted because of inability to meet established performance standards from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary step in the lower range determined as follows:

1. If the rate of pay received in the higher class is above the maximum salary for the lower class, the employee shall receive the maximum salary of the lower range.

2. If the rate of pay received in the higher class is within the salary range for the lower class, the employee shall receive that salary rate for the lower class that, without increase, is nearest to the salary rate to which such employee was entitled in the higher class; provided that the employee shall receive not less than the minimum salary of the lower range.

I. An employee reduced because of organizational change or reduction in force from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary rate of the lower range that is nearest to the salary rate to which they were entitled in their former position without reduction, provided that such salary shall in no event exceed the maximum salary of the lower range. If an employee who has completed twenty-five (25) years of City service and who within five (5) years of a reduction in lieu of layoff to a position in a class having lower salary range, such employee shall receive the salary they were receiving prior to such second reduction as an "*incumbent*" for so long as they remain in such position or until the regular salary for the lower class exceeds the "*incumbent*" rate of pay.

J. When a position is reclassified to a new or different class having a different salary range, the employee occupying the position immediately prior to and at the time of reclassification shall receive the salary rate which shall be determined in the same manner as for a promotion; provided, that if the employee's salary prior to reclassification is higher than the maximum salary of the range for such new or different class, they shall continue to receive such higher salary as an "*incumbent*" for so long as they remain in such position or until the regular salary for the classification exceeds the "*incumbent*" rate of pay.

ARTICLE 10 - EMPLOYMENT PROCESS

10.1 All vacant positions in the bargaining unit, which are to be filled by regular appointment, will be advertised at least once in an internal City announcement (except as noted below in 10.1.2) that will be regularly distributed to all departments for posting in places accessible to employees, with a copy to the Union. The filing for each position will be open for at least fourteen (14) calendar days.

10.1.1 Announcements will not be posted for external applicants until seven (7) calendar days after the posting of that announcement for internal applicants. Waiver of the seven (7) calendar day advanced internal posting may be requested of the Union.

10.1.2 Exceptions to the requirement in 10.1 are:

A. Fill from a Reinstatement Recall List (Sections 20.5D, E, I, and J);

B. Fill from a Reversion Recall List (Section 8.4F);

C. Employment of a Project Hire candidate (someone laid off from another title, but qualified to do the work if acceptable to the department appointing authority); or

D. Other good reasons mutually agreed upon on a case-specific basis.

10.1.3 The Personnel Director or their designee will encourage appointing authorities to include notices of exempt, seasonal, and temporary project vacancies in the regularly distributed internal City announcement.

10.2 The Personnel Director or their designee will define specific required qualifications for each bargaining unit position advertised. In all cases, the advertised qualifications shall be at least at the level of the established qualifications listed in the pertinent classification specification, but may be closer in focus to address the job-related requirements of the particular position. All internal and external job announcements for positions covered by this agreement will specify that the position is represented by the International Federation of Professional and Technical Engineers, Local 17.

10.3 The Personnel Director or their designee will review and approve the general method of selection used in each City department to ensure the selection processes for filling bargaining unit positions are conducted in a reasonable and fair manner. If the Union feels a selection method does not meet the "*reasonable and fair*" threshold, they may request a meeting with the Personnel Director or their designee to discuss resolution of their concerns. Lacking such resolution, the Union may submit the threshold question to the grievance procedure.

10.3.1 All candidates who are under consideration at a specific step in the process to fill a particular position shall be evaluated in a consistent and uniform manner.

10.4 Each employee applying for consideration for a vacancy will be notified in writing by the responsible City agency at the point in the process where they are no longer being considered in contention for the vacant position.

10.5 On an annual basis, the City will provide the Union with a report that will show the source of hires, so that patterns of appointments between current employees and non-City applicants can be reviewed.

10.5.1 The report will identify all permanent appointments made during the period by name, title, department, EEO category, and previous employment. If the previous employment was from within the City, the previous title and department will be indicated.

10.6 The Personnel Director or their designee will audit each selection and appointment within the bargaining unit to ensure the appointee meets the advertised qualification standard. Results of each audit will be provided to the Union.

10.7 The Personnel Director or their designee will maintain a Reinstatement Recall List for one (1) year of employees laid off due to lack of work, lack of funds, or reorganization in a specific title. Should a vacancy occur in the title in any City department during the ensuing year, the hiring department must consider the names on the Reinstatement Recall List for staffing the vacancy.

10.7.1 In all cases, if an appointment is to be made from other than the Reinstatement Recall List, the appointing authority must submit a written statement of the reason therefor to the Personnel Director or their designee at the time of the qualification/appointment audit.

10.8 The City commits to filling sixty percent (60%) of all permanent vacancies within a calendar year by the appointment of current City employees to higher-level positions, unless unanticipated and extraordinary events occur that affect the City's ability to comply. Examples of such events include the impact of natural disasters, major economic crises, jurisdictional change by accretion or deletion of current City functions, and preeminent legal requirements.

10.9 Should the annual review provided for in Section 10.5 above reveal a deviation from the balance committed to in Section 10.8 above, the City will convene a joint committee with the Union to develop specific strategies to correct the imbalance. Strategies to be considered may include measures such as the set-aside of certain title vacancies for appointment of a current employee; formal upward mobility crediting plans or formal preparation programs; additional training resources; and development

of bridge classes to develop employee potential. The joint committee will submit the recommended strategies to the Personnel Director for their consideration.

10.9.1 An employee who is selected to participate in a program implemented by the Personnel Director to correct the above-referenced imbalance and who is unable to successfully complete the program will return to their previous class and department held prior to the selection.

ARTICLE 11 - WORK OUTSIDE OF CLASSIFICATION

11.1 Technical Unit and Administrative Support Unit

A. Whenever an employee is assigned by the department head or designee to perform the normal ongoing duties of and accept responsibility of a position when the duties of the higher position are clearly outside the scope of an employee's regular classification for a period of four (4) consecutive hours or longer, they shall be paid at the rate established for such classification while performing such duties.

B. Employees in a training capacity may be assigned work normally performed by an employee in a higher classification, except that they will not be assigned the duties of a higher classification to circumvent the intent of Section 11.1A hereof.

Any employee assigned to a training position shall be notified in writing one (1) working day in advance by the department head or designee of their training status.

An employee assigned to a training position (training status) shall be under the supervision and guidance of their immediate supervisor, and shall not remain in the training position for more than ten (10) consecutive normal working days, except when the Union and the City have mutually agreed, in writing, to a training position of a longer duration.

11.2 Professional Unit

Whenever an employee is assigned by the department head or designee to perform the normal, ongoing duties of and accept responsibility of a position when the duties of the higher position are clearly outside the scope of the employee's regular classification for a period of eight (8) consecutive hours or longer, they shall be paid at the rate established for such classification while performing such duties.

11.3 Senior Professional Unit

Whenever an employee is assigned by the department head or designee to perform the normal, ongoing duties of and accept responsibility of a position when the duties of the higher position are clearly outside the scope of the employee's regular classification for a period of two (2) consecutive days or longer, they shall be paid at the rate established for such classification while performing such duties.

11.4 Senior Business Unit

Whenever an employee is assigned by the department head or designee to perform the normal, ongoing duties of and accept responsibility of a position when the duties of the higher position are clearly outside the scope of the employee's regular

classification for a period of two (2) consecutive days or longer, they shall be paid at the rate established for such classification while performing such duties.

11.5 All Units

Employees covered by this Agreement may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. At management's discretion, an employee may be temporarily assigned the duties of a lower-level class, or the duties of a class with the same pay rate range as their primary class, across Union jurisdictional lines, with no change to their regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement, and payment for absences do not apply in these instances.

11.6 If an employee is assigned by the department head or designee, pursuant to this Article, to perform the duties of a higher classification on a continuous basis in excess of sixty (60) calendar days, they thereafter, while still assigned at the higher level, will be compensated for sick leave, vacation, and holidays at the rate of the assigned higher classification.

11.7 Out-of-class shall be formally assigned in advance of the out-of-class opportunity created in normal operating conditions. Where the work is not authorized in advance, it is the responsibility of the proper authority to determine immediately how to accomplish the duties that would otherwise constitute an out-of-class assignment. Any employee may request that this determination be made. The employee will not carry out any duty of the higher-level position when such duty is not also a duty of their own classification, if the employee is not formally assigned to perform the duties on an out-of-class basis.

No employee may assume the duties of the higher-paid position without being formally assigned to do so, except in a bona fide emergency. When an employee has assumed an out-of-class role in a bona fide emergency, the individual may apply to their department head for retroactive payment of out-of-class pay. The decision of the department head as to whether the duties were performed and whether performance thereof was appropriate shall be final.

11.8 The City shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class and must have demonstrated, or be able to demonstrate, their ability to perform the duties of the class. The City may work employees out-of-class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months. The six (6) month period may be exceeded under the following circumstances: (1) a hiring freeze exists and vacancies cannot be filled; (2) extended industrial or off-the-job injury or disability; (3) a position is scheduled for abrogation; or (4) a position is encumbered (an assignment in lieu of a layoff; e.g., with the renovation of the Seattle Center Coliseum). When such circumstances